

RESOLUTION NO. 16-292

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA), APPROVING THE USE OF THE UNFORESEEN CONDITIONS ALLOWANCE IN THE AMOUNT OF \$47,925.25; APPROVING THE USE OF CONTINGENCY FUNDS IN THE AMOUNT OF \$101,229.88 BY CHARLEY TOPPINO AND SONS, INC. (CTS) FOR CONSTRUCTION PHASE 1A OF THE TRUMAN WATERFRONT PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 15-326, the LRA awarded a bid for Truman Waterfront Park Phase 1A project to Charley Toppino and Sons, Inc., for a total amount of \$17,453,752.67, inclusive of \$629,236.33 for unforeseen conditions and \$487,161.31 project contingency funds; and

WHEREAS, payment was authorized for certain unforeseen conditions, and contingency expenditures in Resolution No. 16-220; and

WHEREAS, additional unforeseen conditions, described in the attached Executive Summary dated September 20, 2016 and UCA #2, have resulted in a need for use of funds allocated in the Unforeseen Conditions Allowance in the amount of \$47,925.25; and

WHEREAS, the use of contingency funds is necessary for additional tasks set forth in the attached memo dated



September 20, 2016, and CUA #3 in the amount of \$101,229.88;  
and

WHEREAS, the total project contract price and timeframe  
remain unchanged; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES  
LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the use of \$47,925.25 from the  
Unforeseen Conditions Allowance, as described in the attached  
Executive Summary and related UCA #2, is hereby authorized.

Section 2: That the use of \$101,229.88 of the  
Contingency Allowance is authorized for CTS, on behalf of the  
City, as described in the attached Executive Summary and  
related CUA #3 .

Section 3: That adequate unforeseen conditions and  
contingency funds are allocated in the project budget.

Section 4: That the City Manager is authorized to  
execute any necessary documents related to the expenditures  
described herein, upon the advice and consent of the City  
Attorney.

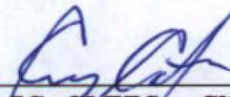
Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 5th day of October, 2016.


Authenticated by the presiding officer and Clerk of the Agency on October 6, 2016.

Filed with the Clerk October 6, 2016.

Chairman Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

### EXECUTIVE SUMMARY

**Date:** Revised September 22, 2016

**To:** Jim Scholl, City Manager

**From:** Jim Bouquet, P.E., Director of Engineering

**Cc:** Greg Veliz, Assistant City Manager  
Mark Finigan, Director of Finance

**Subject:** **Approve use of Unforeseen Conditions Allowance and Contingency Allowance for construction of Phase IA of the Truman Waterfront Park**

### ACTION STATEMENT

This Resolution would approve use of \$47,925.25 of the Unforeseen Conditions Allowance and \$101,229.88 of the Contingency Allowance for construction of Phase IA of the Truman Waterfront Park, and authorize the City Manager to execute necessary documents.

### BACKGROUND

Resolution No. 15-326 accepted the proposal of Charley Toppino and Sons Inc., (CTS) for construction of the Truman Waterfront Park Phase 1A in the amount of \$17,453,752.67. The project Contract Documents and bid award for Notice to Proceed (NTP) 1 and NTP 2 provide \$629,236.33 for unforeseen conditions encountered during project construction and \$487,161.31 in project contingency funds. Resolution No. 16-220 approved the initial use of these allowances. Subsequent to this resolution, additional unforeseen conditions have been encountered and additional expenditures of contingency funds were required as described below. Referenced Unforeseen Conditions Authorization (UCA), Contingency Use Authorization (CUA) and associated cost proposals from CTS are attached.

#### Unforeseen Conditions – UCA No. 2:

- Per Field Directive Change (FCD) 8A, CTS continued placement of unsuitable subgrade material with imported "Superblend" aggregate to achieve the necessary load bearing factor (\$33,851.25).
- Per FCD 10, Item 3, CTS replaced a section of gravity sewer with a stainless steel force main to avoid an existing ATT communication duct (\$3,360.00).
- Per FCD10 Item 6, CTS conducted one soft dig to investigate a KEYS energy duct in conflict with a sewer line (\$700.00).

*Key to the Caribbean – Average yearly temperature 77° F.*

MEMORANDUM



- Per FCD10 Item 10, CTS furnished #4 stone for pipe trench subbase stabilization of unsuitable soils (\$4,389.00).
- Per FCD12, Item 2 survey and auger holes for new KEYS poles Parcel E2 (area of contaminated soil) (\$5,625.00).

***Total UCA No. 2 Cost: \$47,925.25***

**Contingency - CUA No. 3**

- Per FCD04, CTS provided a cost credit of \$47,899.03 to incorporate landscape and irrigation system revisions to simplify the system, eliminate above ground water storage tanks and improve system operational efficiency.
- Per FCD10 Item 1, CTS provided additional surveying to support transitions to the future Navy Entry Control Point (ECP) and the new Ft. Zachary State Park entrance currently under construction (\$1,687.50).
- Per FCD10 Item 2, CTS provided additional asphalt pavement to transition to Navy ECP limit of work (\$5,850.00).
- Per FCD10 Item 4, CTS constructed modifications to storm drain system to accommodate curb cuts for future parking east of the spline road and amphitheater access (\$4,702.00).
- Per FCD10 Item 5, CTS furnished and installed silt fence on Parcel K to provide erosion controls for stockpiling of excavated soil from Parcel C for future use as clean fill elsewhere on the site (\$711.15).
- Per FCD Item 7, CTS conducted two soft digs to locate an existing water line and Navy fuel line in Parcel K (\$1,400.00).
- Per FCD10 Item 8, CTS performed additional site work including excavation and concrete work to support transitions to new Navy ECP and Ft. Zachary State Park entrance (\$4,376.00).
- Per FCD10 Item 9, CTS implemented design modifications to accommodate curb cuts, crosswalk striping and ADA access. Construction included a new sidewalk providing access to a new bus stop, NOAA, the EcoDiscovery Center and a future parking area east of the spline road (\$51,157.60).
- Per FCD 10 Item 11, CTS relocated an irrigation sleeve under the spline road for future service to Parcel C (\$650.00).
- Per FCD 12, CTS, on behalf of the City, paid the KEYS Service Fee of \$78,594.66 to provide aboveground electrical service to the site including the USGCS Ingham and Building 103.

***Net Total CUA No. 3 Cost: \$101,229.88***

**PURPOSE AND JUSTIFICATION**

Considering past history and use of the site as a military facility, unforeseen condition encounters were expected



and a bid item price to address these situations was included in the contract award to CTS. Addressing conditions identified in UCA No. 2 are required to complete the work and maintain project schedule.

Similarly, the need for a project contingency to address work scope changes and fees was included as a cost item. Contingency expenditures were required to accommodate park roadway and hardscape interface with future Ft. Zachary State Park entrance, the Navy Outer Mole ECP and the Truman Amphitheater. KEYS required service fees to be paid upon submittal of installation permit applications.

Construction of the Truman Waterfront Park is consistent with the City of Key West's Strategic Goals #3 *Parks and Recreation areas are accessible to all residents and visitors* and Goal #5 *All of the City's Destinations and Resources Are Accessible to Residents and Visitors*.

### **FINANCIAL ISSUES**

Approval of this resolution will reduce available Unforeseen Conditions Allowance to \$515,990.58 and will reduce available contingency funds to \$254,938.43. Additional contingency funds will be available upon issuance of the Notice to Proceed for NTP3.

Use of above ground electrical in lieu of originally specified underground service will save the City approximately \$200,000.

**The total contract price and time remain unchanged.**

### **RECOMMENDATION**

Staff recommends approving the use of \$47,925.25 of Unforeseen Conditions Allowance and \$101,229.88 of the Contingency Allowance to continue construction of Phase IA of the Truman Waterfront Park, and authorize the City Manager to execute necessary documents.



# UNFORESEEN CONDITIONS AUTHORIZATION

**PROJECT:** Truman Waterfront Park Phase IA

**UCA NO. 2**

**DATE:** Rev. September 20, 2016

**OWNER'S PROJECT NO:** GR0703

**TO CONTRACTOR:** Charley Toppino & Sons, Inc.  
P.O. Box 787  
Key West, FL 33041

**CONTRACT DATED:** December 2, 2015

**CONTRACT FOR:**  
Truman Waterfront Park Phase IA  
Notice to Proceed (NTP) 1 & 2

## The Unforeseen Conditions Schedule of Values Items are amended as follows:

FCD08A: Replace existing unsuitable subgrade material with imported "Superblend" aggregate placed full-depth (12 inches) from approximately Station 11+00 to NOAA to achieve the necessary load bearing factor. Refer to attached Toppino Work Change Directive Proposal for FCD 8A dated 9/12/16. Cost \$33,861.25.

FCD10: Refer to attached Toppino Work Change Directive Proposal for FCD 10 dated 9/12/16, Items 3, 6 and 10.

Sanitary Sewer Relocation (Item 3): Replace 15-inch diameter gravity sewer with relocated 6-inch diameter stainless steel force main to avoid ATT communication duct. Cost \$3,360.00

Sanitary Soft Dig (Item 6): Conduct one soft dig @\$700. each per direction of City to investigate KEYS energy duct location and depth. Cost \$700.00.

Additional #4 Stone (Item 10): Furnish #4 stone for pipe trench subbase stabilization of unsuitable soils.  
Cost \$4,389.00

FCD12: Survey and auger holes for new KEYS poles within Parcel E2 (contaminated soil).  
Cost \$5,625.00. Refer to attached Toppino Work Change Directive Proposal for FCD 12 dated 9/19/2016, Item 2.

**Net Total UCA No. 2: \$47,925.25**

*Unforeseen Conditions Item #39 Original Schedule of Value:*

**\$544,680.33**

*Previous UCAs:*

**(\$49,310.50)**

*Reduce Schedule of Value by FCD8A Cost:*

**(\$39,486.25)**

***Item #39 Remaining Allowance:***

**\$455,883.58**



*Sanitary Sewer*

*Unforeseen Conditions Item #45 Original Schedule of Value:*

*\$68,556.00*

*Previous UCAs:*

*( \$0.00)*

*Reduce Schedule of Value by FCD10 Cost (Items 3, 6 & 10):*

*(\$8,449.00)*

*Item #45 Remaining Allowance:*

*\$60,107.00*

*Total Contract Sum remains unchanged. Contract Time remains unchanged.*

PROJECT MANAGER:

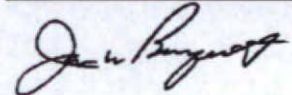
CONTRACTOR:

OWNER:

Key West Engineering Services

Charley Toppino & Sons, Inc.

City of Key West, City Manager



BY: \_\_\_\_\_

BY: Andi Fraloy

BY: J. Schell

DATE: 9/14/2016

DATE: 12 October 2016

DATE: 06 OCT 2016

Distribution: Project File Contractor B&A



Item	Description	Quantity	Units	Cost per Unit	Line Item Cost	Notes
<b>REMOVAL OF MATERIAL</b>						
	Cut/Haul/Material	885.0	TON	\$ 7.75	\$ 6,858.75	
<b>REPLACEMENT OF MATERIAL</b>						
	Furnish Superblend Material	885.0	TON	\$ 30.50	\$ 26,992.50	
	Road Grader	24.0	HR	\$ 90.00	\$ -	
	Dozer	24.0	HR	\$ 65.00	\$ -	
	Wheel Front End Loader, without Operator, Cat 950, or Equal	24.0	HR	\$ 65.00	\$ -	
	Roller	24.0	HR	\$ 55.00	\$ -	
	Dump Truck, without Operator	24.0	HR	\$ 60.00	\$ -	
	Foreman	24.0	HR	\$ 80.00	\$ -	
	Operator	24.0	HR	\$ 80.00	\$ -	
	Operator	24.0	HR	\$ 60.00	\$ -	
	Laborer	24.0	HR	\$ 42.00	\$ -	
	Laborer	24.0	HR	\$ 42.00	\$ -	
	Laborer	24.0	HR	\$ 42.00	\$ -	
<b>Subtotal</b>					\$ 33,851.25	
1	Performance/Payment Bonds (\$20.00/Thousand)	1	LS	\$20.00/Thousand	\$ -	
2	Mobilization/Demobilization	1	LS	5% of Total		
<b>Total</b>					\$ 33,851.25	
<b>Notes:</b>						
<b>Prepared by:</b>	<i>Andrew Toppino</i>					
	Estimator					
	Charley Toppino & Sons, Inc.					
<b>Date:</b>	9/12/16					
					WCD	008A
					Sheet	1 of 1





**Work Change Directive Proposal**  
**Truman Waterfront Park Phase 1A**  
 ITB 15-022  
 P.O. #

DATE: 6/12/16

Location: Truman Waterfront Park, Key West  
 Scope: Misc. Hardscape Changes, etc.

ITEMIZED QUANTITIES  
 WCD 10

Item	Description	Quantity	Units	Cost per Unit	Line Item Cost	Notes
1	SURVEYING					
	Additional Surveying/Layout	9.0	HR	\$ 187.50	\$ 1,687.50	
2	ASPHALT PAVEMENT (New Driveway)					
	Additional Asphalt Pavement (2" SP9.5)	28.0	TON	\$ 225.00	\$ 6,300.00	
3	SANITARY SEWER (Parcel C Changes to Date)					
	Additional 6" SS CO (Material)	3.0	EA	\$ 1,120.00	\$ 3,360.00	
4	DRAINAGE MODIFICATIONS (Parcel C Changes to Date)					
	Valley Inlet Modification ST-51 (Material)	1.0	LS	\$ 2,029.00	\$ 2,029.00	
	Superintendent/Administrative	1.5	HR	\$ 98.00	\$ 147.00	
	Foreman	8.0	HR	\$ 80.00	\$ 640.00	
	Operator	8.0	HR	\$ 80.00	\$ 640.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Backhoe, 320 or Equal	8.0	HR	\$ 80.00	\$ 640.00	
	Wheel Front End Loader	8.0	HR	\$ 85.00	\$ 680.00	
	Laser Equipment	8.0	HR	\$ 10.00	\$ 80.00	
5	EROSION CONTROL (Parcel C Changes to Date)					
	Silt Fence	219.0	LF	\$ 3.25	\$ 711.75	
6	SOFT DIG (Keys Energy Duct Bank)					
	Soft Dig (Shallow)	1.0	EA	\$ 700.00	\$ 700.00	
7	SOFT DIG (Amphitheater area 8/1/16)					
	Soft Dig (Shallow)	2.0	EA	\$ 700.00	\$ 1,400.00	
8	CONCRETE CREW (Formwork/Excavation Ft. Zach Area 8/4/16)					
	Foreman	8.0	HR	\$ 80.00	\$ 640.00	
	Operator	8.0	HR	\$ 80.00	\$ 640.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Backhoe, 320 or Equal	8.0	HR	\$ 80.00	\$ 640.00	
	Wheel Front End Loader	8.0	HR	\$ 85.00	\$ 680.00	
	Laser Equipment	8.0	HR	\$ 10.00	\$ 80.00	
9	AMPHITHEATER CURB CUTS (8/11/16) SIDEWALK					
	10' Sidewalk	4,128.0	SF	\$ 9.00	\$ 37,152.00	
	Driveway	230.0	SF	\$ 9.50	\$ 2,185.00	
	ADA Ramp	317.0	SF	\$ 11.80	\$ 3,740.60	
	Detectable Warning	120.0	SF	\$ 29.00	\$ 3,480.00	
	Painted Crosswalk	2.0	EA	\$ 2,300.00	\$ 4,600.00	
10	ADDITIONAL #4 STONE (Trench Stabilization)					
	#4 Stone	99.8	TON	\$ 44.00	\$ 4,391.20	
11	IRRIGATION (Sleeve Relocation)					
	Sleeve Relocation	1.0	LS	\$ 650.00	\$ 650.00	
Subtotal					\$ 78,683.85	
1	Performance/Payment Bonds (\$20.00/Thousands)	1 LS		\$20.00/Thousands		
2	Mobilization/Demobilization	1 LS		5% of Total		
Total					\$ 78,683.85	
Notes:	Revised concrete curb entrance/sidewalk curb dimension changes are a wash. Sanitary Sewer line 10" FM extension and 15" SS reduction are a wash, same quantity.					
Prepared by:	Andrew Toppino					
Estimator	Charley Toppino & Sons, Inc.					
Date:	9/12/16					
					WCD 10	
					Sheet 1 of 1	



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# CONTINGENCY USE AUTHORIZATION

**PROJECT:** Truman Waterfront Park Phase IA

**CUA NO.** 3

**DATE:** Rev. September 22, 2016

**OWNER'S PROJECT NO:** GR0703

**TO CONTRACTOR:** Charley Toppino & Sons, Inc.  
P.O. Box 787  
Key West, FL 33041

**CONTRACT DATED:** December 2, 2015

**CONTRACT FOR:**  
Truman Waterfront Park Phase IA  
Notice to Proceed (NTP) 1 & 2

**The Contingency Schedule of Values Item is amended as follows:**

**FCD04:** Refer to attached Toppino Work Change Directive Proposal for FCD 04 dated 8/29/16, Items 1, 2 & 3.

Irrigation System Revisions (Items 1 and 3): Incorporate irrigation system revisions to simplify system, eliminate above ground water storage tank and improve system operational efficiency (credit \$16,527.00). Revise electrical system associated with irrigation revisions (credit \$1,054.00). Total Cost Credit \$17,581.00.

Landscape Revisions (Item 2): Incorporate landscape revisions consistent with irrigation system revisions. Cost Credit \$30,318.03

**FCD10:** Refer to attached Toppino Work Change Directive Proposal for FCD 10 dated 9/12/16, Items 1,2, 4, 5, 7-9 & 11).

Surveying (Item 1): Provide additional surveying to support transitions to new Navy entry control point (ECP) and Ft. Zachary State Park entrance. Cost \$1,687.50

Asphalt Pavement (Item 2): Provide additional asphalt pavement to transition to Navy ECP limit of work. Cost \$5,850.00.

Drainage Modifications (Item 4): Construction modifications to storm drain system to accommodate curb cuts for future parking east of the spline road and amphitheater access. Cost \$4,702.00.

Erosion Controls (Item 5): Install silt fence on Parcel K to provide erosion controls for stockpiling of excavated soil from Parcel C for future use as clean fill on the site. Cost \$711.15.

Soft Dig (Item 7): Conduct two soft digs @\$700. each per direction of City to locate existing water line and Navy fuel line in Parcel K. Cost \$1,400.00.

Additional Concrete Hardscape (Item 8): Provide additional site work including excavation and concrete work to support transitions to new Navy entry control point (ECP) and Ft. Zachary State Park entrance. Cost \$4,376.00.



Amphitheater Curb Cuts, Sidewalk and Additional Site Work (Item 9): Construction modifications to accommodate curb cuts, crosswalk striping and ADA access for future parking east of the spline road and the future amphitheater. Constructed new sidewalk providing access to a new bus stop, NOAA and EcoDiscovery Center and the future parking lot east of the spline road. Cost \$51,157.60

Irrigation Sleeve (Item 11): Relocated irrigation sleeve for future service to Parcel C.  
Cost \$650.00.

**FCD12** Refer to attached letter from KEYS Energy Services (KEYS) dated 9/8/2016 and copy of Toppino check.

KEYS Service Fee: On behalf of the City, Toppino has paid the KEYS Service Fee of \$78,594.66 to provide electrical service to USGCS Ingham and Building 103. Service Fee invoice is attached. Use of above ground electrical in lieu of originally specified underground service will save the City approximately \$200,000.

**Net Total CUA No. 3: \$101,229.88**

Contingency Allowance Item #40 Original Schedule of Value:	\$433,573.57
Previous CUAs (1 & 2):	-\$77,405.36
Reduce Schedule of Value by:	
FCD04 Cost:	+\$47,899.03
FCD10 Cost:	-\$70,534.15
FCD12 Cost:	<u>-\$78,594.66</u>

**Item #40 Remaining Allowance: \$254,938.43**

**Total Contract Sum remains unchanged.**

**Contract Time remains unchanged.**

**PROJECT MANAGER:**

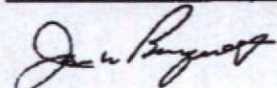
**CONTRACTOR:**

**OWNER:**

Key West Engineering Services

Charley Toppino & Sons, Inc.

City of Key West, City Manager



BY: \_\_\_\_\_

BY: Andi Fraley

BY: JK Schall

DATE: 9/14/2016

DATE: 12 October 2016

DATE: 12 OCT 2016

Distribution: Project File Contractor B&A





**Work Change Directive Proposal**  
**Truman Waterfront Park Phase 1A**  
 ITB 15-022  
 P.O. #

DATE: 8/12/16

Location: Truman Waterfront Park, Key West  
 Scope: Misc. Hardscape Changes, etc.

ITEMIZED QUANTITIES  
 WCD 16

Item	Description	Quantity	Units	Cost per Unit	Line Item Cost	Notes
1	<b>SURVEYING</b> Additional Surveying/Layout	9.0	HR	\$ 187.50	\$ 1,687.50	
2	<b>ASPHALT PAVEMENT (Newy Redwood)</b> Additional Asphalt Pavement (2" SPB B)	26.0	TON	\$ 225.00	\$ 5,850.00	
3	<b>SANITARY SEWER (Parcel C Changes to Date)</b> Additional 8" SS CO (Material)	3.0	EA	\$ 1,120.00	\$ 3,360.00	
4	<b>DRAINAGE MODIFICATIONS (Parcel C Changes to Date)</b> Valley Inlet Modification (BT-01) (Material)	1.0	LS	\$ 2,026.00	\$ 2,026.00	
	Superintendent/Administrative	1.5	HR	\$ 98.00	\$ 147.00	
	Foreman	8.0	HR	\$ 80.00	\$ 640.00	
	Operator	8.0	HR	\$ 80.00	\$ 640.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Backhoe, 320 or Equal	8.0	HR	\$ 80.00	\$ 640.00	
	Wheel Front End Loader	8.0	HR	\$ 85.00	\$ 680.00	
	Laser Equipment	8.0	HR	\$ 10.00	\$ 80.00	
					<b>\$14,702.00</b>	
5	<b>EROSION CONTROL (Parcel C Changes to Date)</b> Silt Fence	219.0	LF	\$ 3.25	\$ 711.75	
6	<b>SOFT DIG (Keys Energy Dust Bank)</b> Soft Dig (Shallow)	1.0	EA	\$ 700.00	\$ 700.00	
7	<b>SOFT DIG (Amphitheater area 8/1/16)</b> Soft Dig (Shallow)	2.0	EA	\$ 700.00	\$ 1,400.00	
8	<b>CONCRETE CURB (Concrete Miscellaneous Paving Area 8/1/16)</b> Foreman	8.0	HR	\$ 80.00	\$ 640.00	
	Operator	8.0	HR	\$ 80.00	\$ 640.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Laborer	8.0	HR	\$ 42.00	\$ 336.00	
	Backhoe, 320 or Equal	8.0	HR	\$ 80.00	\$ 640.00	
	Wheel Front End Loader	8.0	HR	\$ 85.00	\$ 680.00	
	Laser Equipment	8.0	HR	\$ 10.00	\$ 80.00	
					<b>\$14,376.00</b>	
9	<b>AMPHITHEATER CURB CUTS (8/1/16)</b> } <b>SIDEWALK</b> 10' Sidewalk } <b>FOR H.C. PARKING</b> Driveway } ADA Ramp } Detectable Warning } Painted Crosswalk } 2.0 EA \$ 2,300.00 \$ 4,600.00	4,128.0	SF	\$ 9.00	\$ 37,152.00	
		230.0	SF	\$ 9.50	\$ 2,185.00	
		317.0	SF	\$ 11.80	\$ 3,740.60	
		120.0	SF	\$ 29.00	\$ 3,480.00	
					<b>\$51,557.60</b>	
10	<b>ADDITIONAL #4 STONE (Trench Stabilization)</b> #4 Stone	99.2	TON	\$ 44.00	\$ 4,368.00	
11	<b>IRIGATION (Irrigation Relocation)</b> Irrigation Relocation	1.0	LS	\$ 650.00	\$ 650.00	
Subtotal					\$ 78,683.85	
1	Performance/Payment Bonds (\$20.00/Thousands)	1	LS	\$20.00/Thousands		
2	Mobilization/Demobilization	1	LS	5% of Total		
Total					\$ 78,683.85	
Notes: Revised concrete curb entrance/sidewalk curb dimension changes are a wash. Sanitary Sewer line 10' FM extension and 16" SS reduction are a wash, same quantity.						
Prepared by: Andrew Toppino						
Estimator						
Charley Toppino & Sons, Inc.						
Date: 8/12/16						
					WCD	16
					Sheet	1 of 1





Work Change Directive Proposal  
 Truman Waterfront Park Phase 1A  
 ITB 15-022  
 P.O. #

DATE: 8/29/16

Location: Truman Waterfront Park, Key West  
 Scope: Misc Scope Adjustments (FCD 004)

ITEMIZED QUANTITIES  
 WCD 4

Item	Description	Quantity	Units	Cost per Unit	Line Item Cost	Notes
1	IRRIGATION (Per VE Discussions)					
DEDUCT	Misc. Irrigation Revisions (NTP 1&2)	1.0	LS	\$ 10,325.00	\$ 10,325.00	
DEDUCT	Removal of Bubbler from Irrigation System (NTP 1&2)	1.0	LS	\$ 6,202.00	\$ 6,202.00	
2	LANDSCAPING					
DEDUCT	Misc. Landscape Revisions (NTP 1&2)	1.0	LS	\$ 30,318.03	\$ 30,318.03	
3	ELECTRICAL					
DEDUCT	Misc. Electrical	1.0	LS	\$ 1,054.00	\$ 1,054.00	
Subtotal					\$ 47,899.03	DEDUCT
1	Performance/Payment Bonds (\$20.00/Thousand)	1 LS		\$20.00/Thousand	\$ -	
2	Mobilization/Demobilization	1 LS		5% of Total		
Total					\$ 47,899.03	DEDUCT
Notes:						
Prepared by:	Andrew Toppino					
	Estimator					
	Charley Toppino & Sons, Inc.					
Date:	8/29/16					
					WCD	4
					Sheet	1 of 1



**FIELD CHANGE DIRECTIVE**  
**No. 08 A**

PROJECT: Truman Waterfront Park Phase 1A

DATE OF ISSUANCE: August 15, 2016

EFFECTIVE DATE: August 10, 2016

OWNER: **City of Key West**

OWNER's Project Number: GR0703/SE1505/TR0501

CONTRACTOR: **Charley Toppino & Sons**

Project Mgr.: Jim Bouquet

You are directed to proceed promptly with the following change(s):

*Continue to replace existing unsuitable subgrade material with imported "Superblend" aggregate placed full-depth (12 inches) within the spline roadway. Placement limits extended from approximately Station 11+00 to Station 13+50. Full depth placement required to achieve the necessary load bearing factor (LBR) for long term stability of the roadway, including access to the Navy Port Operations and Ft. Zachary State Park. The proposed costs to implement based on terms previously agreed to under FCD 08 including:*

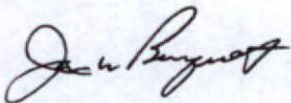
- 1. City will reimburse Toppino the cost of replacement material (\$30.50 per ton) plus 50% of unsuitable subbase excavation cost.*
- 2. Payment will be made under SOV Item 39, Unforeseen Conditions Allowance.*
- 3. Provide Superblend delivery weight slips to City on a daily basis to verify material quantities delivered to the site.*

*Note that no change in existing performance and payment bonds will be necessary for this work. Provide cost summary upon completion of the work.*

---

Cost of Work Directive as Deducted from Unforeseen Conditions Item: **TBD**

Increase in Contract Times: **None**



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Jim Bouquet, P.E.  
Director of Engineering



**FIELD CHANGE DIRECTIVE**  
**No. 10-Rev. 1**

**PROJECT: Truman Waterfront Park Phase 1A**

DATE OF ISSUANCE: **August 22, 2016**

EFFECTIVE DATE: **August 22, 2016**

OWNER: **City of Key West**

OWNER's Project Number: **GR0703/SE1505/TR0501**

CONTRACTOR: **Charley Toppino & Sons**

Project Mgr.: **Jim Bouquet**

You are directed to proceed promptly with the following change(s):

Description:

*Incorporate sidewalk, curbing and East Quay Entry (at boat ramp) modifications as indicated on the attached Truman Waterfront Park Miscellaneous Hardscape Revisions dated August 22, 2016. Following review, provide City with any comments/questions, Requests for Information, and a Work Change Directive Proposal if so warranted.*

Additional items modified by CKW to Parcel C/Spine Road:

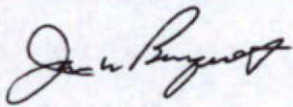
1. Upsized 6" SS lateral to 8"
2. Upsized lateral relocated to other side of ST-51
3. Install three (3) 8x8 clean out assemblies added for 8" SS laterals (prior 1 was a 6" lateral per plan)
4. Keys Energy high voltage duct bank conflict Add +/- 100' FM to relocated SSMH 1; Delete +/- 100 LF of Sanitary Sewer main.
5. Valley Inlet modification added to ST-51
6. Relocation of soils stockpile from Parcel C [N/C] +/- 250' -0" Silt fencing (to be confirmed) added to Parcel K stockpile for Amphitheater berm
7. CKW authorized (1) soft dig for Keys duct bank
8. Formwork install / removal at Fort Zachary Taylor Park entrance
9. Add sidewalk, two (2) ADA curb ramps and two (2) driveways on plan left (south) side
10. Move sidewalk to curb and Add two (2) ADA curb ramps and two (2) driveways on plan right (north) side
11. Delete Bus Stop on plan right (north) side
12. Add trench undercut / install #4 rock trench stabilization from SSMH 5 to SSMH 4; portion of distance to



SSMH 3; short distance beyond SSMH 3; from SMH 2 to SSMH 1.

13. Move pedestrian lighting to behind new sidewalk alignment adjacent to proposed amphitheater
14. Revise Fort Zachary Taylor Park entrance road alignment to accommodate Navy ECP facility
15. Clarify curbing at Outer Mole entry and place hold on curbing at Ft. Zachary Taylor Park entrance; Delete curbing from just beyond circle to Fort entrance / overhead pedestrian bridge.

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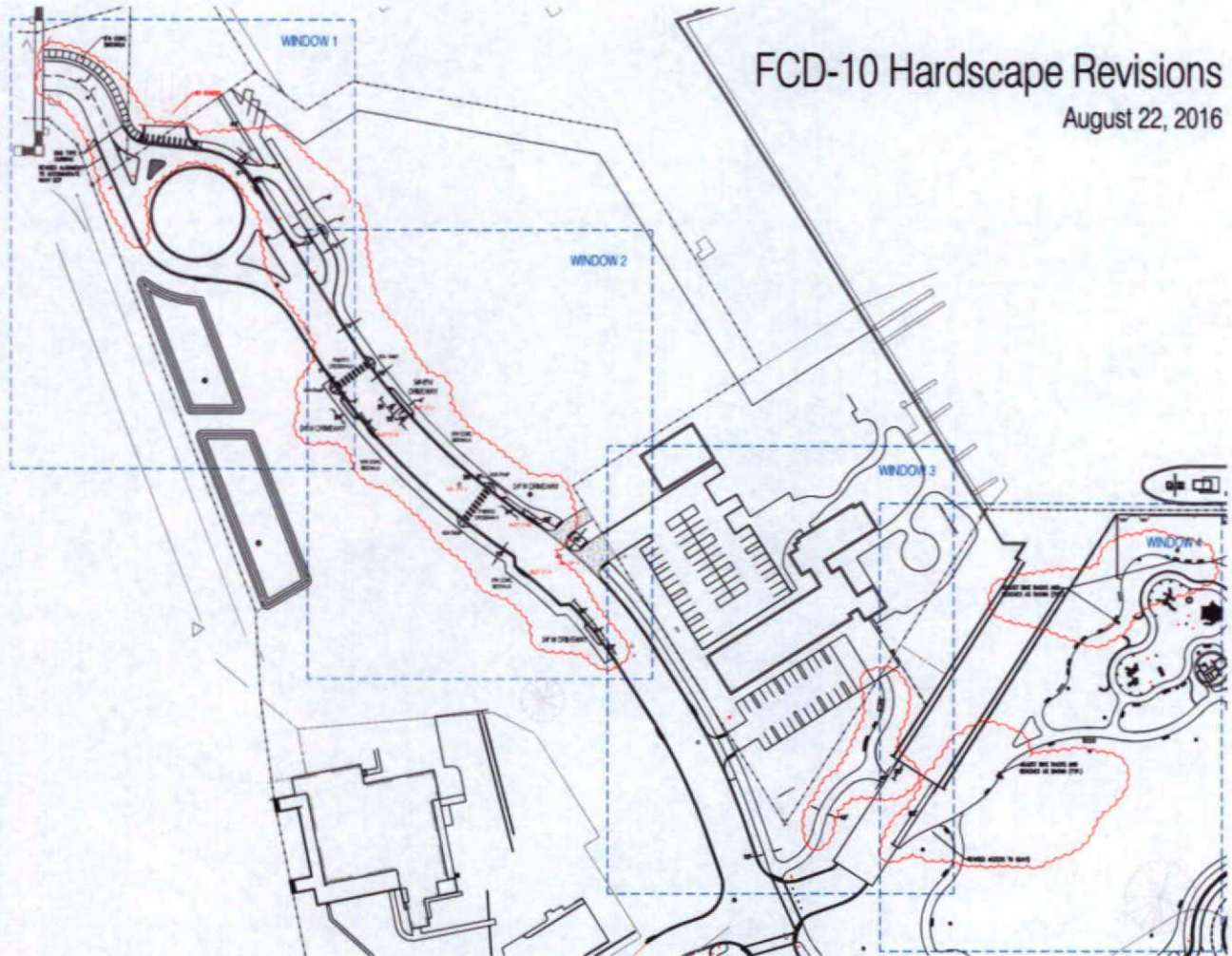
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Jim Bouquet, PE  
Director of Engineering



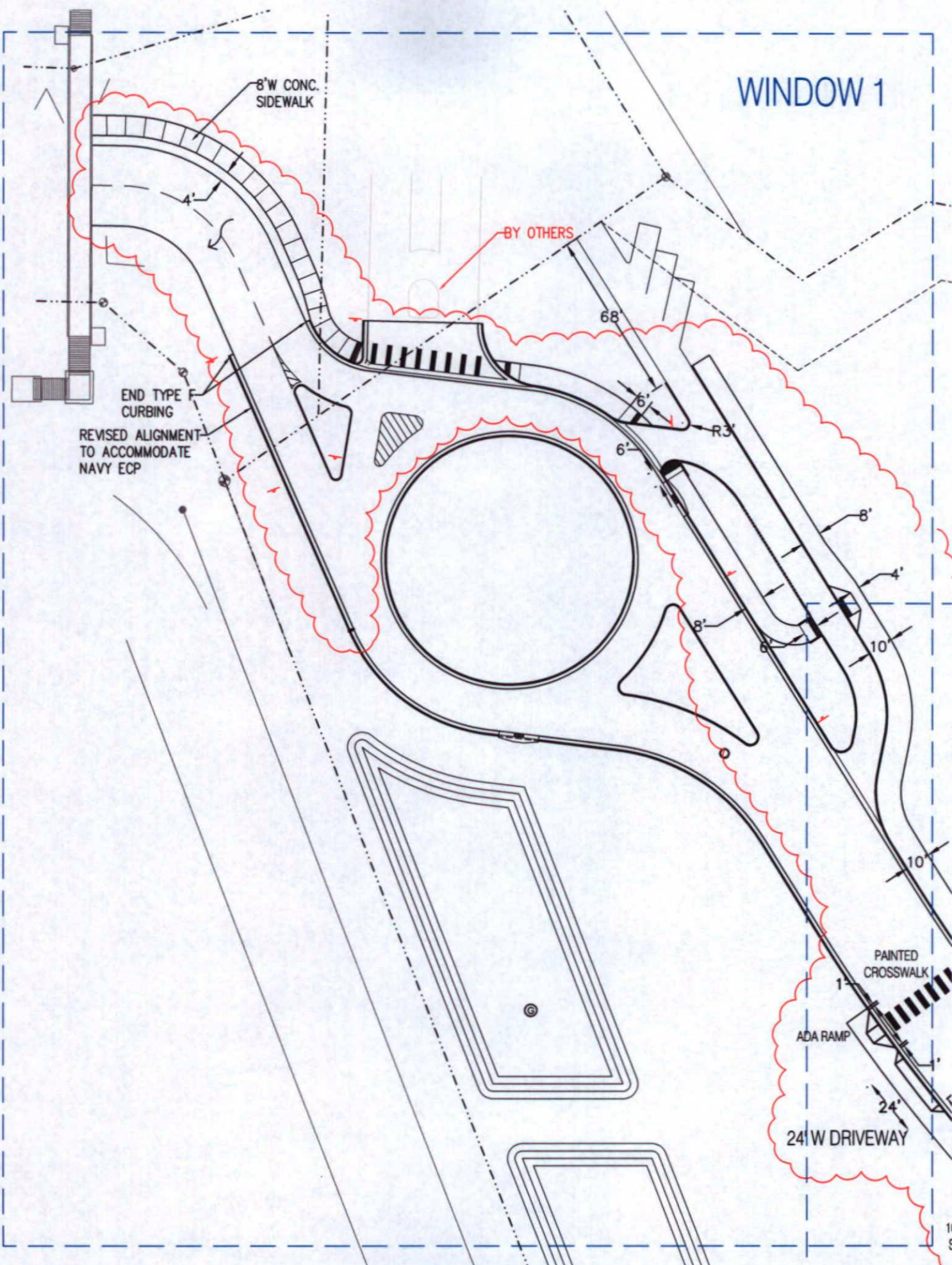
# FCD-10 Hardscape Revisions

August 22, 2016



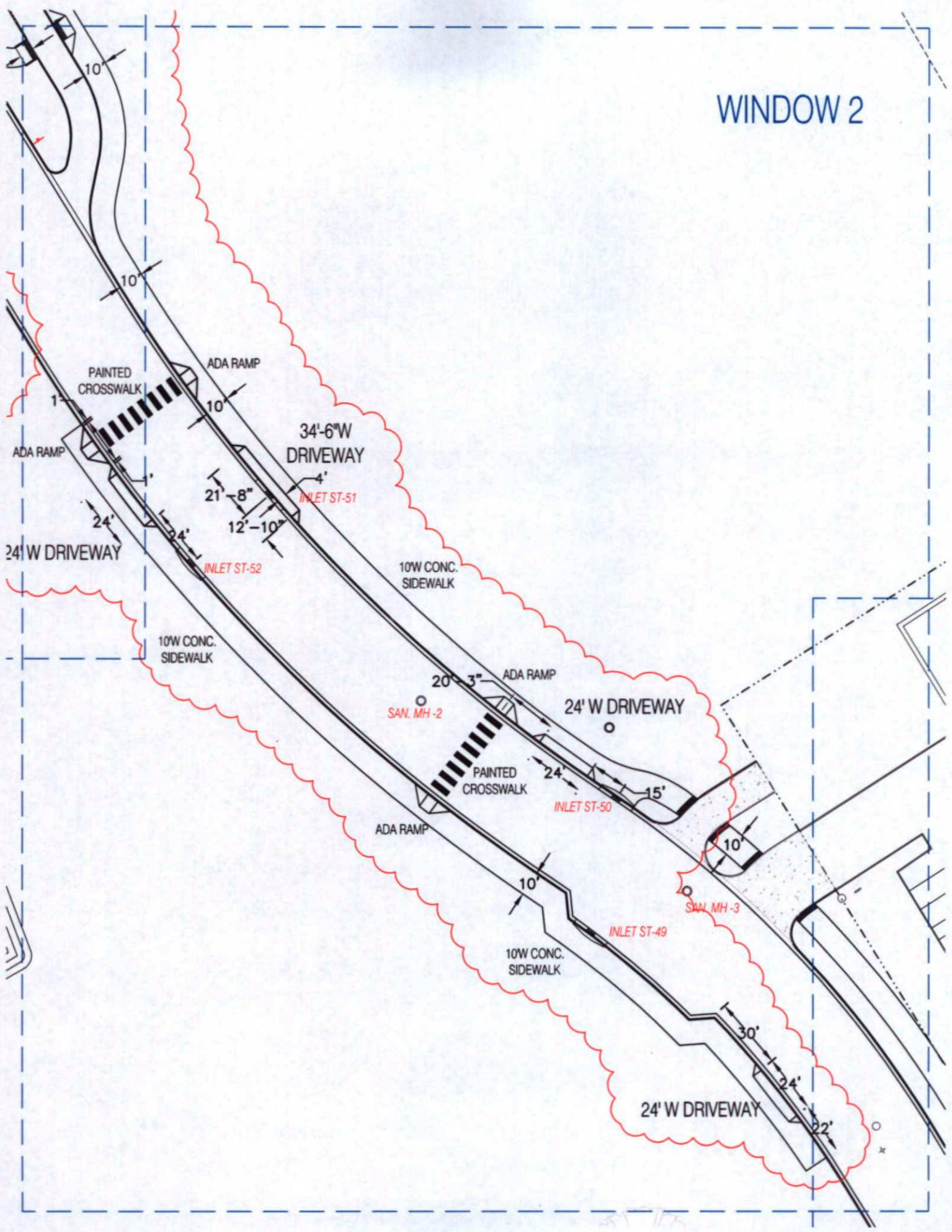


WINDOW 1





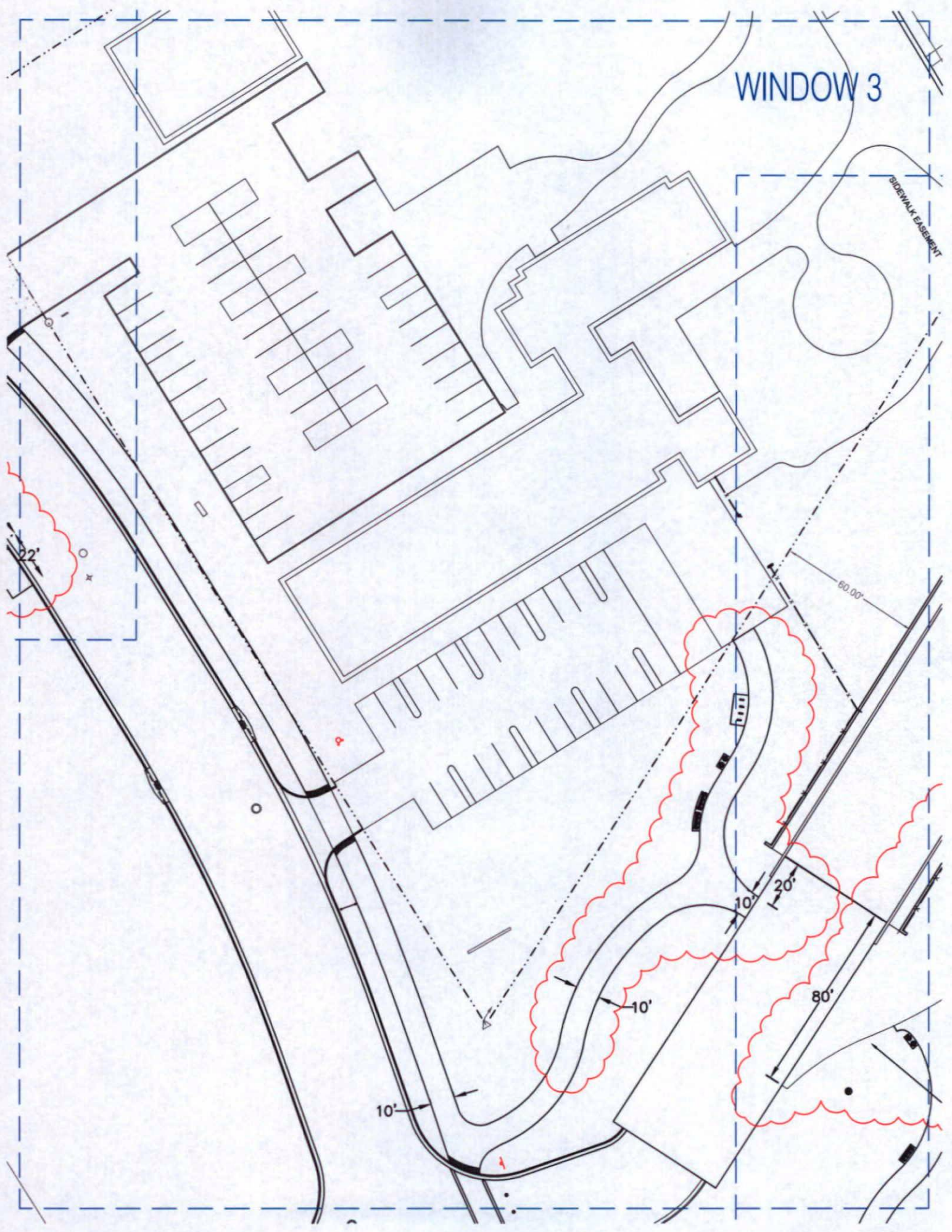
WINDOW 2



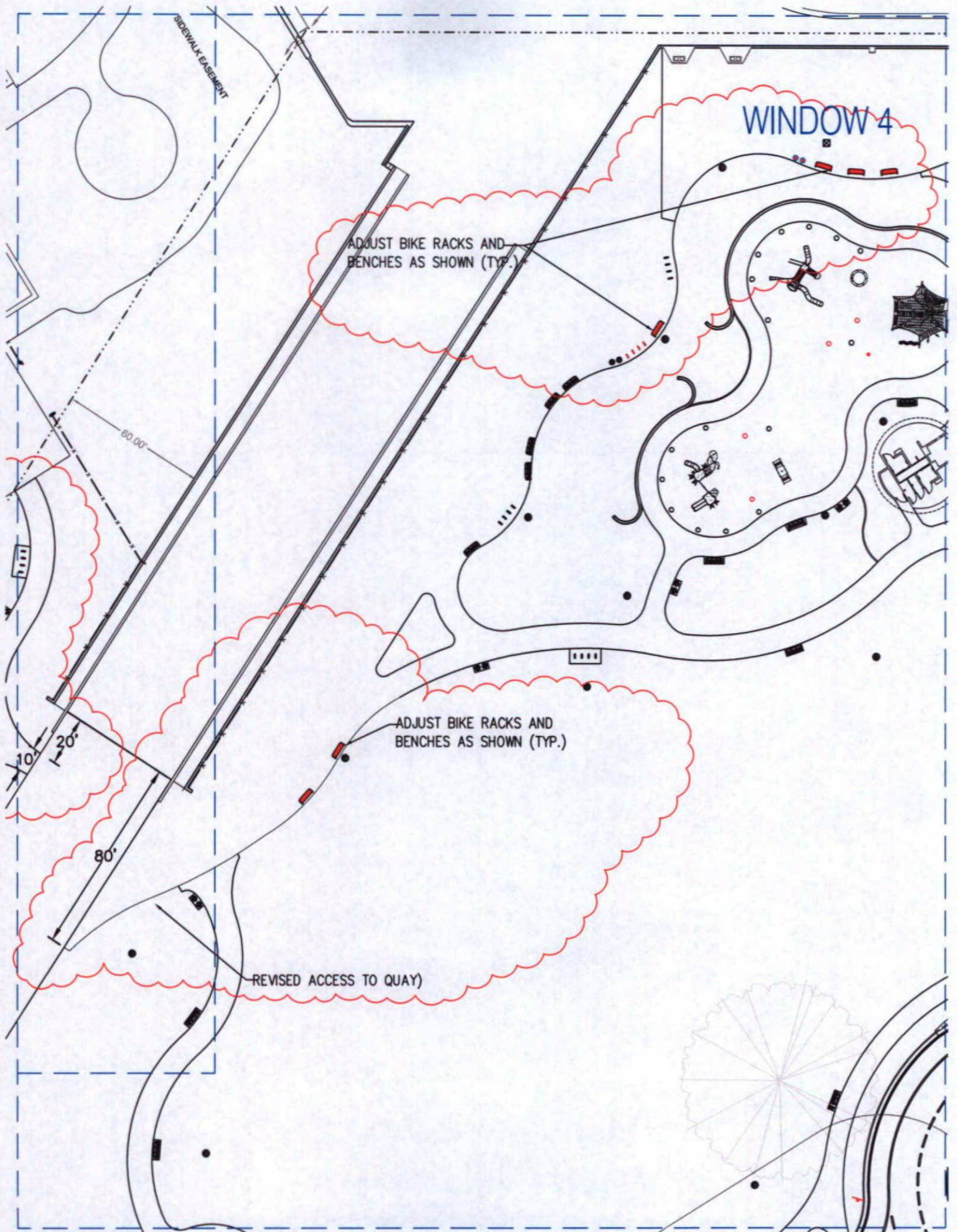


WINDOW 3

SIDEWALK EASEMENT



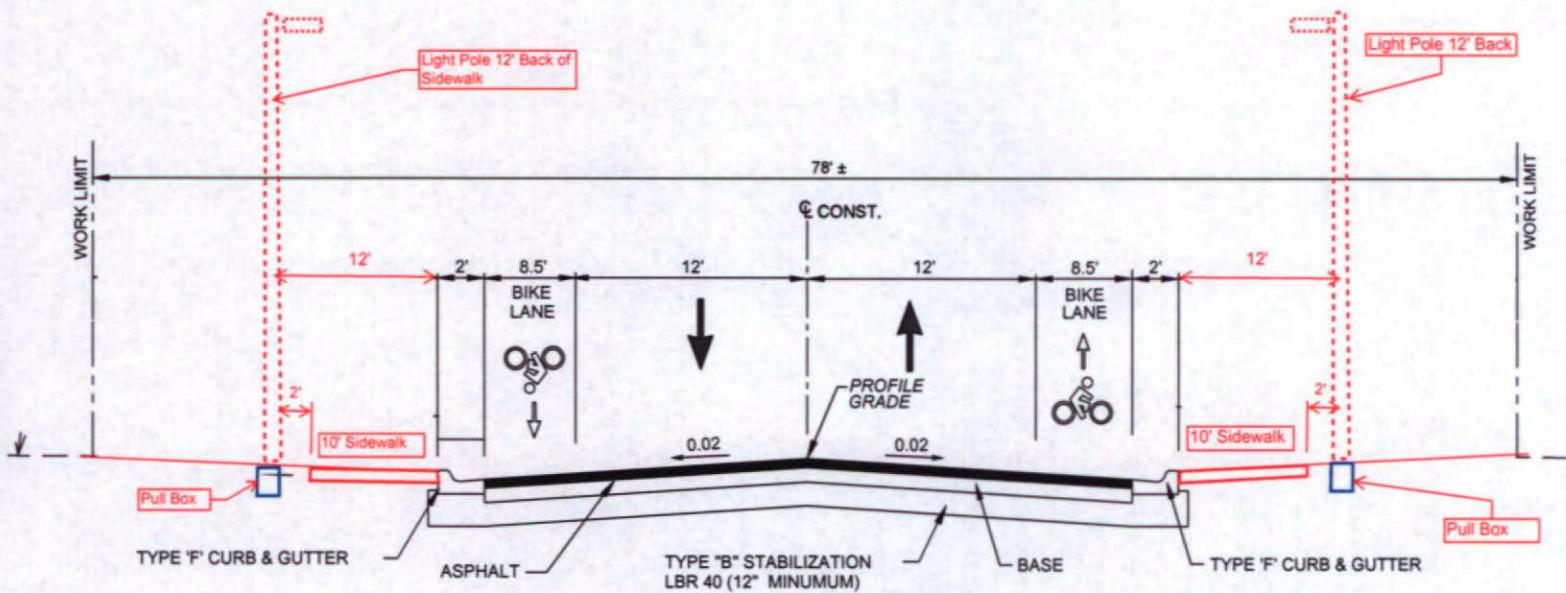












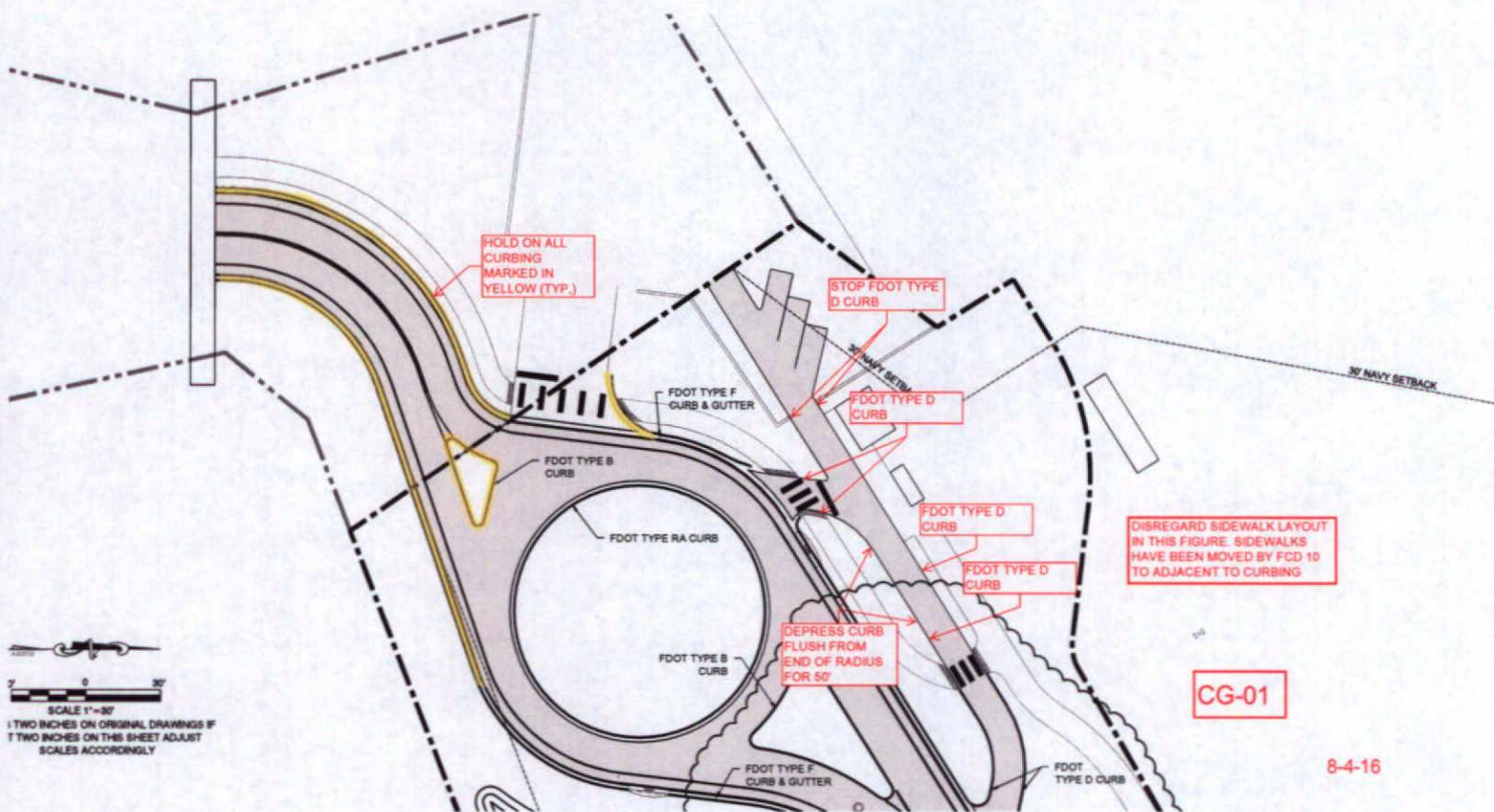
**Pull Box & Light Pole  
Locations  
TYPICAL SECTION**  
N.T.S.

Refer to Sheet LM-06 Pedestrian  
Lightpole Location Detail for siting light  
poles at other locations

Spine Road Circle to Station 13+50

Truman Waterfront Park FCD-010





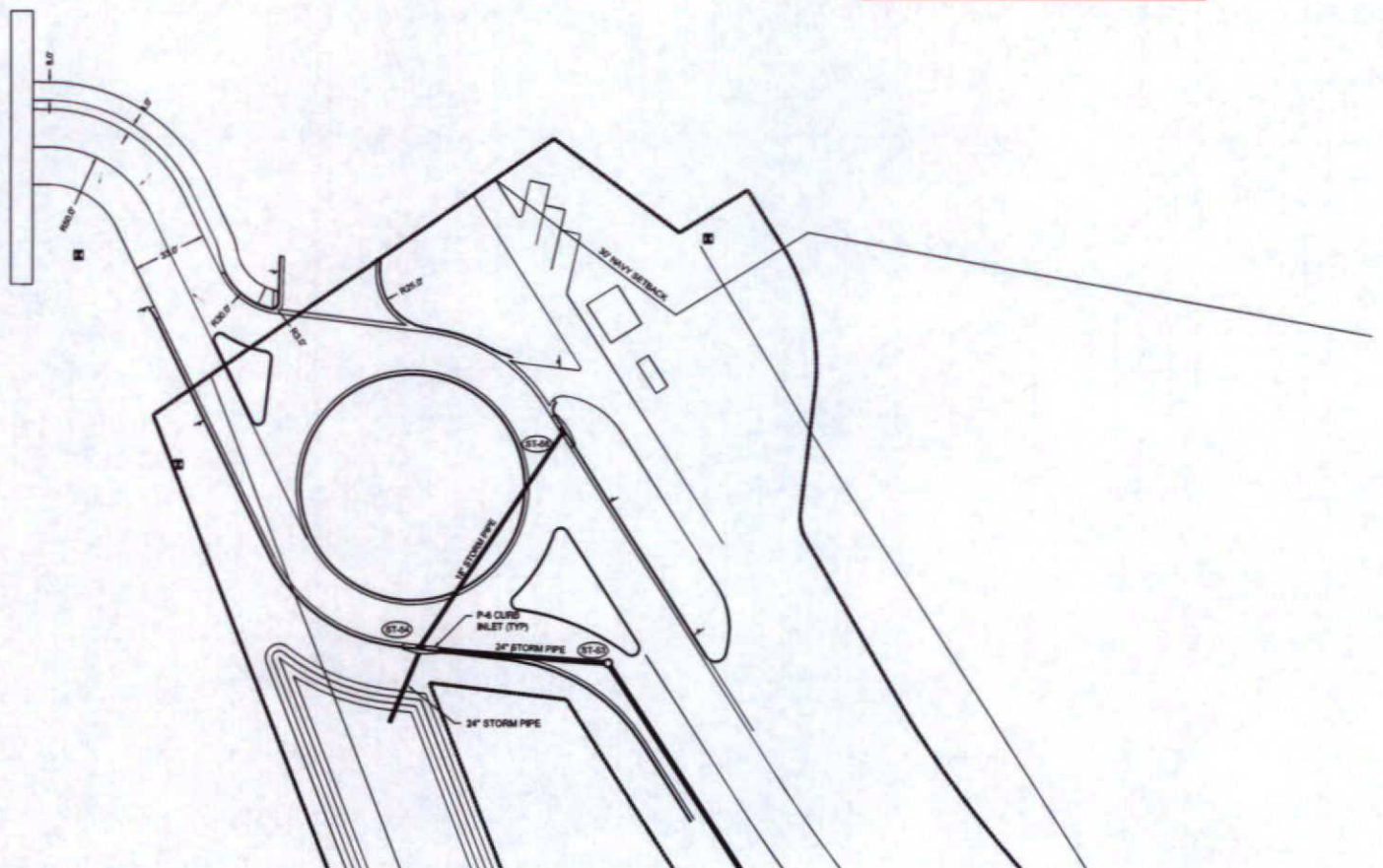
SCALE 1"=30'  
 1 TWO INCHES ON ORIGINAL DRAWINGS IF  
 1 TWO INCHES ON THIS SHEET ADJUST  
 SCALES ACCORDINGLY

CG-01

8-4-16



FCD-10 Revised FZTP Entrance Road Alignment  
CAD File furnished to CTS





**FIELD CHANGE DIRECTIVE**  
**No. 12**

PROJECT: Truman Waterfront Park Phase 1A

DATE OF ISSUANCE: **August 16, 2016**

EFFECTIVE DATE: **August 16, 2016**

OWNER: **City of Key West**

OWNER's Project Number: **GR0703/SE1505/TR0501**

CONTRACTOR: **Charley Toppino & Sons**

Project Mgr.: **Jim Bouquet**

You are directed to proceed promptly with the following change(s):

Description:

1. On behalf of the City, pay the KEYS Energy Services (KEYS) Service Fee of in the amount of \$78,594.66 to provide electrical service to USGCS Ingham and Building 103. Service Fee invoice is attached. Use of above ground electrical in lieu of originally specified underground service will result in a savings to the City of approximately \$200,000.
2. With consideration of contaminated soils within areas of new electrical pole locations, auger the holes for the new poles on behalf of KEYS. New pole locations as shown on attachment. Coordinate with KEYS for setting of poles.
3. Install temporary wiring (ASW6) installed from the existing ATT splitter box at Angela Street, strung overhead along existing KEYS pole line to quay, and connected to the communications board serving the USCGC Ingham. ATT will provide the final connection at the splitter box to their system.
4. The installation of above ground electrical service will facilitate use of new poles by ATT to provide telephone and data service to USGCS Ingham and Building 103. As a result, provide cost to remove/dispose existing ATT conduit from within Retention Area E and stabilize pond bottom. Nyloplast drains currently installed in Retention Area E to be reused on the project if possible, or provided to the City for use on future projects.

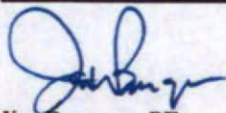
*Provide cost proposals where necessary to implement above items. Provide receipt from KEYS that fee has been paid. Costs to be paid under NTP1/2 Schedule of Values Item #40, Contingency Allowance and will not result in an increase in the total contract amount.*

Attachments: **KEYS Overhead Service Plan dated 7/6/16.**

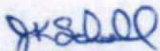
**KEYS Coordination Email from CTS dated 7/28/16.**

**KEYS Standard Electric Extension Agreement #794**

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Jim Bouquet, PE  
Director of Engineering



Jim Scholl  
City Manager



**STANDARD ELECTRIC EXTENSION AGREEMENT  
LINE EXTENSION "794" - REVISED**

AGREEMENT, made this **9<sup>th</sup> DAY OF AUGUST, 2016**, by and between "**CITY OF KEY WEST**", hereinafter called "Customer," and the **UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, DBA KEYS ENERGY SERVICES**, a municipal owned utility, organized and existing under the laws of the State of Florida, hereinafter called "KEYS."

WHEREAS, the Customer has applied to the KEYS for electric service of the character commonly known as single-phase, on Customer's premises located at, "**TRUMAN WATERFRONT, KEY WEST, FLORIDA.**"

WHEREAS, said location requires an extension of KEYS' present distribution system of approximately "**INSTALLATION OF 5 POLES, 700 FEET OF THREE PHASE OVERHEAD PRIMARY AND REMOVAL OF STREET LIGHTS AND EXISTING PRIMARY**"

WHEREAS, KEYS would not be justified in making said extension prior to the receipt of payment in full for the line extension cost at the rate of **\$78,594.66**.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreement hereafter set forth for the parties hereto covenant and agree as follows:

ARTICLE I. At the time of acceptance of this agreement by the Customer, the said Customer shall advance to KEYS "**SEVENTY EIGHT THOUSAND FIVE HUNDRED AND NINETY FOUR DOLLARS AND SIXTY SIX CENTS (\$78,594.66)**" representing a not to exceed total construction cost of the requested line extension.

ARTICLE II. KEYS shall impose and collect a line extension charge from any customer subsequently requesting service that is included in the contract and line extension drawing. The line extension charge shall be applied proportionally to the property based on the total service ability of this line extension. The attached line extension drawing **#D-4232** is to be made a part of this contract.

ARTICLE III. KEYS shall reimburse the Customer entering and paying the cost of the line extension covered by this contract, 85% of the line extension charge imposed on any customer subsequently receiving service that is included in the line extension contract and drawing. However, the total refunds allowed under this Article shall not exceed the amount paid by the Customer, to KEYS, and provided further that no refunds will be made to the Customer who is in default in the payment of any bills for service furnished to the Customer, by KEYS. If there are no reimbursements indicated on the line extension drawing, Article III will not apply.

Article IV. This line extension agreement shall terminate ten years from the date the extension was completed. \*Excluding services involving underground or over-water construction\*

**TITLE AND OWNERSHIP**

ARTICLE V. Title to, and complete ownership and control over said extension, shall at all times remain in KEYS, and KEYS shall have the right to use the same for the purpose of service to other customers.

**EASEMENTS AND RIGHTS**

ARTICLE VI. The Customer will grant, or cause to be granted to KEYS, and without cost to KEYS, all rights, permits and privileges necessary for the rendering of service hereunder.

Initials:                      Initials:



## TRIMMING TREES

ARTICLE VII. It is expressly understood and agreed that the amount paid by the Customer, to KEYS, for the cost of the lines to be built hereunder does not include any cost of trimming or removing trees or other obstructions from the right-of-way, and to trim all trees adjacent thereto in order that the lines to be built under may be safely and properly constructed. KEYS shall not be required to begin construction of the lines until such clearing and trimming is completed to the satisfaction of KEYS.

## PROCEEDING WITH WORK

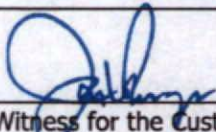
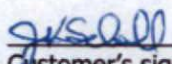
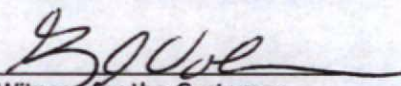
ARTICLE VIII. KEYS, upon its approval of this agreement, will proceed with the extension outlined herein and as covered by sketch and specifications hereto attached and made a part hereof.

## GENERAL TERMS

ARTICLE IX. This agreement supersedes all previous agreements, or representatives, either written or verbal, between the KEYS and the Customer, made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto.

This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

 _____ Witness for the Customer	 _____ Customer's signature
 _____ Witness for the Customer	<u>City of Key West</u> _____ Corporation name (if applicable)
	<u>City Manager</u> _____ Title

_____ Witness for KEYS	By: _____
_____ Witness for KEYS	Title: <u>Director of Customer Services</u>
Account # _____	UTILITY BOARD - CITY OF KEY WEST
ER# <u>2832-15</u>	"Keys Energy Services"
WO# _____	



**UTILITY BOARD OF THE CITY OF KEY WEST, FL  
MISCELLANEOUS RECEIVABLES  
Fiscal Year 2016**

Type of Customer: Governmental  
(Choose from Pulldown)

Type of Report: Not to Exceed  
(Choose from Pulldown)

Project Number/Name: ER#2832-15

Location Address: TRUMAN WATERFRONT

Type of Work / Description: INSTALL 5 POLES & REROUTE PRIMARY, REMOVE STREETLIGHTS, EXISTING PRIMARY

LABOR	ENTER # OF PEOPLE	HOURLY RATE PER PERSON	HOURS PER PERSON WORKED REGULAR	HOURS PER PERSON WORKED OVERTIME	COST	
					REG	OVT
LINE LEADER	1	\$47.23	80	0	\$3,778.44	\$0.00
LINE PERSON	5	\$43.18	80	0	\$17,273.00	\$0.00
LINE APPRENTICE	0	\$34.11	0	0	\$0.00	\$0.00
LINE SUPERVISOR	0	\$56.56	0	0	\$0.00	\$0.00
TREE TRIMMER	0	\$34.11	0	0	\$0.00	\$0.00
GENERAL HELPER	0	\$21.25	0	0	\$0.00	\$0.00
METER SERVICE LEADER	0	\$39.58	0	0	\$0.00	\$0.00
SENIOR METER SERVICE TECH.	0	\$36.36	0	0	\$0.00	\$0.00
METER SERVICE TECHNICIAN	0	\$31.67	0	0	\$0.00	\$0.00
METER SERVICE TECHNICIAN DA	0	\$31.67	0	0	\$0.00	\$0.00
ENG. FIELD REP.	1	\$38.85	24	0	\$932.33	\$0.00
GIS/AUTOCAD OPERATOR	1	\$38.85	8	0	\$310.78	\$0.00
ELECTRICAL LEADER	0	\$45.61	0	0	\$0.00	\$0.00
ELECTRICIAN	0	\$42.39	0	0	\$0.00	\$0.00

**TOTAL LABOR & OVERTIME: \$22,294.54**

**MATERIALS**

MATERIAL COSTS	35,632.69
TRANSFORMER COSTS	-

**TOTAL MATERIALS: \$35,632.69**

TRANSPORTATION	HOURLY RATE PER VEHICLE		HOURS PER VEHICLE	COST
ENGINEERING TRUCK/AUTO	1	\$19.78	8	\$158.24
ELECTRICAL PICKUP/AUTO	0	\$19.78	0	\$0.00
ELECTRICAL BUCKET	0	\$65.72	0	\$0.00
METER TRUCK/AUTO	0	\$19.78	0	\$0.00
LINE PICKUP TRUCK/AUTO	1	\$19.78	80	\$1,582.40
LINE BUCKET TRUCK	2	\$65.72	80	\$10,515.60
DIGGER	1	\$65.72	80	\$5,257.80
CHIPPER/POLE TRAILER	1	\$19.86	80	\$1,588.84
UTILITY/WIRE TRAILER	1	\$2.88	80	\$230.00

**TOTAL TRANSPORTATION: \$19,332.88**

**CONTRACTUAL SERVICES**

\$0.00

**TOTAL CONTRACTUAL SERVICE: \$0.00**

Cassie Dziatlik 06/28/16  
Prepared By Date

Matthew Alfonso 07/12/16  
Reviewed By Date

Jesse Perloff 07/26/16  
Finance Review Date

Customer Service Contract Prepared By Date

**SUBTOTAL OF ALL CHARGES: \$77,260.11**

**STATE TAX 7.5% ON MATERIALS: 1,334.55**

**TOTAL ESTIMATED COST OF JOB: \$78,594.66**



- NOTE: THE ORIGINAL CUSTOMER, CITY OF KEY WEST AT TRUMAN WATERFRONT, KEY WEST, FL. IS TO BE

## CHARGED \$16,054.00 FOR 3 POLICE

- THERE ARE NO OTHER CUSTOMERS THAT MAY BE SERVICED FROM THIS LINE EXTENSION. THERE WILL BE NO REIMBURSEMENTS.

[illegible]

B-4000 RESPONSIBILITY NOTICE 7-3000 RWS  
 A-KEY EXIST 7-3000 RWS  
  
 GOOD WET MARK  
 KEY WET 1C  
 AND 3 PLYER OVERHEAD BRIDGE TO CITY OF  
 KEY WET AT THRUWAY WATERPUMP  
 KEY WET, FL.  
 DESIGNED BY: CASSIE DIAZ/ALIK  
 APPROVED BY: MATTHEW ALDRONSO  
 DATE 7-2-2016  
 DRAWN BY: CASSIE DIAZ  
 SCALE: NONE  
 SHEET 1 OF 1



## James Bouquet

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**From:** Andi Fraley <andif@toppkw.com>  
**Sent:** Thursday, July 28, 2016 3:57 PM  
**To:** 'Richard J. Toppino'; 'Rey'; 'Clint Kuhns'; Andrew Toppino; Gary Volenec; James Bouquet; Terrence Justice; 'Tony Baste'; 'Mike Smith'  
**Subject:** TWP - Project Electric Coordination

Team:

We had a coordination meeting this morning with:

Keys Energy [ Matthew & Cassie]  
Fla Keys Electric [Mike Smith]  
CTS [Andi & Clint]  
CKW [Terry and Gary via phone]

Discussion:

- 1- the Keys Energy primary revised [5] pole locations across the site, setbacks around Bldg 130 and a plan was provided for our team coordination
- 2- Hazwoper 40 consideration for Keys Energy crew setting pole within E2 parcel and - As the email below, Keys would prefer to add to our CT&S scope to auger and remove any impacted soils and their crew will set pole and backfill with clean material provided to site rather than to train their 4-5 people. Keys will provide instructions for depth/ width as required in following coordination on this issue.
- 3- xst site lighting and utility poles that will be eventually decommissioned will remain in place as long as possible- is best to transition over to new sight lighting project wide [specifically at E2 area]. after further review of the nyloplast inlet locations, any poles in conflict with proposed new work will be evaluated for removal and current wiring conditions- also to coord with AT&T above ground line [s].
- 4- CKW will issue FCD for the AT&T duct bank to be demo'd at the Retention swale E, the temporary above ground cable will utilize the xst site lighting pole locations across the site to feed to the Ingham as CKW is currently coordinating this with AT & T and Ingham owner. This function added to the xst site lighting poles will need to be considered when planning the temp AT&T feed and decom of any poles in the work zones.
- 5- New/ Proposed Navy entry off Parcel C roundabout and probable conflict with existing Keys Energy pole is being addressed with CKW and Perez outside the scope of this project [ As noted by Keys there is a 12 – 15 weeks lead time for any requested relocation of this pole]
- 6- The spline road FCD-001 changes in regard to the curb and sidewalk configurations impacting site lighting locations will be shifted over as necessary. site coordination with CKW may be required as to spacing and locations adjacencies during final on site review.

Please advise if there is anything additional of note to add or any corrections.

*Kind regards, Andi*

Charley Toppino & Sons  
Andi Fraley, AIA and LEED AP  
Sr. Project Manager  
Truman Waterfront Park  
CELL: 305 -797-0071  
Fax: (305)-296-5189  
Main Office: (305)-296-5606



**From:** Dzatlik, Cassie [mailto:Cassie.Dzatlik@KeysEnergy.com]  
**Sent:** Thursday, July 28, 2016 2:21 PM  
**To:** andif@toppkw.com; tjustice@cityofkeywest-fl.gov; 'Gary Volenec'  
**Cc:** Alfonso, Matthew; Veliz, Bryan; Arencibia, Pedro  
**Subject:** Truman Waterfront

Good Afternoon,

I have been informed that it would be KEYS preference that Toppino auger the holes for the new poles that will be required at the Truman Waterfront project due to the extensive soil contamination issues. KEYS will require the holes to be augured at a specific depth and width based on the pole type. I will make contact with our line department to get some specific information for you.

Cassie Dzatlik  
Engineering Field Rep.  
305-295-1045  
305-395-9368  
[Cassie.dzatlik@keysenergy.com](mailto:Cassie.dzatlik@keysenergy.com)







(305) 295-1000  
1001 James Street  
PO Box 6100  
Key West, FL 33040-6100  
[www.KeysEnergy.com](http://www.KeysEnergy.com)

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UTILITY BOARD OF THE CITY OF KEY WEST

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August 9, 2016

Mr. Jim Bouquet  
Director of Engineering  
City of Key West  
3140 Flagler Ave  
Key West, FL 33040

RE: City of Key West, Truman Waterfront, Key West, Florida  
Line Extension # 794 - Revised  
ER # 2832-15

Dear Mr. Bouquet:

The Customer Service Section and the Engineering Section has completed the initial review of your request for electric service at the referenced location.

Enclosed are two copies of our Standard Electric Extension Agreement, together with a site layout of the line extension. Please note that the Standard Electric Extension Agreement states the number of linear feet and poles required to complete your requested extension, and the amount that must be advanced to KEYS to enable the Engineering Section to proceed with your request. The time schedule for starting construction is approximately ten (10) weeks after receiving payment.

Should you desire to proceed with this line extension, please complete both copies of the enclosed agreement with the necessary signatures, and return them with your check payable to Keys Energy Services, addressed to the attention of the Customer Accounts Section. The contract will be signed by an authorized Keys Energy Representative and an original will be returned to you for your personal records.

Should you have any questions, please do not hesitate to contact Customer Programs at (305) 295-1080.

Sincerely,

A handwritten signature in blue ink that reads "Catherine Nix". The signature is fluid and cursive.

Catherine Nix  
Customer Accounts Representative

CN/am

C:  
E. Zarate, Director of Customer Services  
M. Alfonso, Supervisor of Engineering

Enclosure



RESOLUTION NO. 16-220

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA), APPROVING THE USE OF THE UNFORESEEN CONDITIONS ALLOWANCE IN THE AMOUNT OF \$49,310.50; APPROVING THE USE OF CONTINGENCY FUNDS IN THE AMOUNT OF \$77,230.86 BY CHARLEY TOPPINO AND SONS, INC. (CTS) FOR CONSTRUCTION PHASE IA OF THE TRUMAN WATERFRONT PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 15-326, the LRA awarded a bid for Truman Waterfront Park Phase 1A project to Charley Toppino and Sons, Inc., for a total amount of \$17,453,752.67, inclusive of \$629,236.33 for unforeseen conditions and \$487,161.31 project contingency funds; and

WHEREAS, unforeseen conditions, set forth in Field Change Directives (FCDs) 03 and 06 through 09, plus an identified need for two soft digs to investigate unmarked utility locations, have resulted in unforeseen costs totaling \$49,310.50 to date; and

WHEREAS, Charley Toppino & Sons, Inc. will use Contingency funds to pay, on behalf of the City, the Florida Keys Aqueduct Authority Service Fee in the amount of \$77,230.86 for water supply permit processing, including restroom and irrigation meter fees; and



WHEREAS, the total project contract price and timeframe remain unchanged; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That the use of \$49,310.50 from the Unforeseen Conditions Allowance, as described in the attached Executive Summary and related Field Change Directives, is hereby authorized.

Section 2: That the use of \$77,230.86 of the Contingency Allowance is authorized for CTS, on behalf of the City, to pay Florida Keys Aqueduct Authority Service Fees in the amount of \$77,230.86 to facilitate water supply permit processing, including restroom and irrigation meter fees.

Section 3: That adequate unforeseen conditions and contingency funds are allocated in the project budget.

Section 4: That the City Manager is authorized to execute any necessary documents related to the expenditures described herein, upon the advice and consent of the City Attorney.



Section 5: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 6th day of July, 2016.

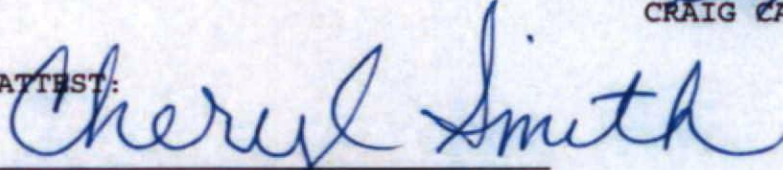
Authenticated by the presiding officer and Clerk of the Agency on July 7, 2016.

Filed with the Clerk July 7, 2016.

Chairman Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK



RESOLUTION NO. 15-326

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) AWARDED THE BID OF CHARLEY TOPPINO AND SONS, INC. FOR TRUMAN WATERFRONT PARK PHASE 1A, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 15-022, IN AN AMOUNT NOT TO EXCEED \$17,453,752.67, INCLUSIVE OF ADDITIVE ALTERNATES 1, 3 AND 4; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS AND AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in September 2015 two bids were opened in response to ITB #15-022, for Truman Waterfront Park Phase 1A, and the bids were determined to be responsive; and

WHEREAS, the bid submitted by Charley Toppino and Sons, Inc. was the lowest responsive bid, and upon staff review, it was recommended that the contract be awarded to Charley Toppino and Sons, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:



Section 1: That the bid of Charley Toppino and Sons, Inc. for Truman Waterfront Park Phase 1A, in accordance with the terms specified in ITB #15-022, is hereby awarded in an amount not to exceed \$17,453,752.67, inclusive of additive alternates 1, 3 and 4.

Section 2: That the City Manager is authorized to enter into a contract in substantial conformance with the bid documents, upon the advice and consent of the City Attorney.

Section 3: That funds for the project commencing in FY 16 are allocated in accounts #101-4303-543-6300, Project #GR0703 (Truman Waterfront Development) and Project # TR0501 (Truman Waterfront Roadway). Associated sanitary sewer related construction will be funded from budget account 401-3503-535-6500, Project SE1505. Any necessary budget transfers or amendments are hereby authorized.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

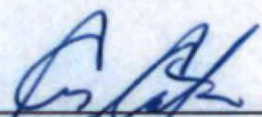


Passed and adopted by the Naval Properties Local  
Redevelopment Authority at a meeting held this 4th day of  
November, 2015.

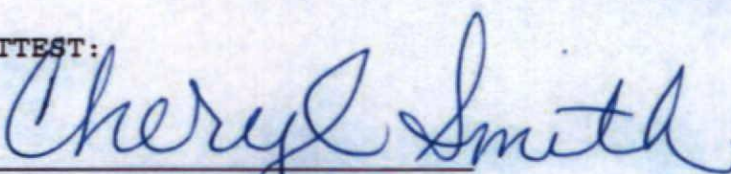
Authenticated by the presiding officer and Clerk of the  
Authority on November 5, 2015.

Filed with the Clerk November 5, 2015.

Chairman Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## CONTRACT

This Contract, made and entered into this 2<sup>ND</sup> day of DECEMBER 2015,  
by and between the City of Key West, hereinafter called the "Owner", and \_\_\_\_\_  
Charley Toppino & Sons, Inc.

hereinafter called the "Contractor";

### WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB No. 15-022 TRUMAN WATERFRONT PARK PHASE 1A, Key West, Florida to the extent of the Proposal made by the Contractor, dated September 30, 2015 all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within 910 calendar days as follows:

NTP 1:	365 days
NTP 2:	365 days
NTP 3:	<u>180 days</u>
	910 days

NTP completion days may overlap based on funding and date of respective Notice to Proceed. In the event the City elects not to authorize NTP 3, the contract term shall be reduced accordingly.

The Contractor agrees to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.



In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages for each NTP shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

2<sup>ND</sup> day of DECEMBER, A.D., 2015.

CITY OF KEY WEST

By J. K. Schell

Title CITY MANAGER

CONTRACTOR

By Frank P. J. J. J.

Title President

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